

EXHIBIT C

INSURANCE REQUIREMENTS – Drilling Subcontractor

It is expressly understood and agreed that before work is actually commenced, Subcontractor and Sub-subcontractor, if any, shall subscribe for and maintain in full force and effect during the progress of the work, the following minimum insurance coverage:

1. Worker's Compensation and Employer's Liability insurance coverage as required in the State in which work is being done. Employers Liability: \$1,000,000 per accident, \$500,000 per disease – policy limit, and \$500,000 per disease – each employee. The policy should include United States Long Shore and Harbor Workers Compensation Act Coverage (USL&H) if work is on, in or near navigable waterway(s).
2. Commercial General Liability insurance covering bodily injury and broad form property damage in an amount of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate combined single limit. Coverage form to be CG0001 or CG0002. The policy shall contain the following coverage:
 - a. Premises Operations
 - b. Products & Completed Operations
 - c. Contractual Liability coverage in accordance with ISO policy form CG0001. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
 - d. Cross liability/severability of interest.
 - e. Personal Injury.
 - f. Independent Contractors.
 - g. Aggregate limit shall apply per project.
 - h. No XCE (explosion, collapse, underground) exclusion.
 - i. The policy shall not contain any provision or definition that would serve to eliminate third party action over claims.
 - j. For work within 50 feet of a railroad CG2417 shall apply.
 - k. Such insurance shall not exclude coverage for underground property damage.
3. Comprehensive Automobile Liability insurance extending to owned and non-owned and hired automobile (Symbol 1) in an amount of not less than \$1,000,000 per occurrence Bodily Injury & Property Damage Combined Single Limit. Coverage form to be CA0001. If hazardous materials or waste are to be transported, the policy shall contain an MCS90 endorsement and a CA9948 endorsement.
4. Pollution Liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage should be for losses caused by pollution conditions that arise from the operations of the subcontractor described under the scope of services of this subcontract. Coverage should include:
 - a. Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death.
 - b. Property Damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed.
 - c. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

The coverage may be written in combination with the General Liability with separate limits for Pollution Liability and General Liability. If the required work involved asbestos abatement, asbestos liability must be included. If the work includes transportation, treatment or disposal, such activities must be insured under this policy.

5. Excess Liability Insurance having a limit of not less than \$10,000,000 per occurrence. The coverage provided under such insurance shall be at least as broad as the underlying policies.

Other insurance provisions:

1. General Liability, Automobile Liability, Excess Liability and Pollution Liability shall specify Ecology and Environment, Inc. and [COMPANY] as additional insured. Additional insured endorsements must also be provided. Additional Insured coverage on the General Liability shall include products & completed operations coverage.
2. All policies shall provide Ecology and Environment, Inc. and [COMPANY] with a waiver of subrogation.
3. All policies shall require thirty (30) days prior notice of non-renewal or cancellation of coverage by either party to Ecology and Environment, Inc and [COMPANY].
4. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions must be declared to and approved by Ecology and Environment, Inc and [COMPANY]. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability.
5. For claims related to this project, the subcontractor's insurance coverage shall be primary insurance as respects Ecology and Environment, Inc. and [COMPANY], and their subsidiaries, officials and employees. Any insurance or self-insurance maintained by Ecology and Environment, Inc. or [COMPANY], their subsidiaries, officials and employees shall be excess of the subcontractor's insurance and shall not contribute with it.
6. The Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. **If any of the aforementioned insurance policies are written on a claims made basis, the Subcontractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the work under this contract is completed.**
8. Excess Coverage in the form of an Umbrella policy may be used to meet the required limits. Such coverage must be at least as broad as the primary coverage. Any excess umbrella layers must be written on a strict following form basis over the primary umbrella. If the Umbrella does not extend over any of the required coverage, the certificate must note the exclusion.

Certificates shall be forwarded to:

Gayle Kroetsch
Ecology and Environment, Inc.
368 Pleasant View Dr.

Lancaster, NY 14086
Phone: 716-684-8060
Fax: 716-684-2771
Email: gkroetsch@ene.com

[COMPANY
REPRESENTATIVE
CONTACT
INFORMATION]

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